

to

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BEAU FRIEDLANDER

Dear Beau,

Regarding today's telephone conversation:

I am upset with you. Our contract prohibits you from publishing Truth versus Lies until I have approved all changes made in the text. But you are trying to rush the book into print before we have time to produce a mutually acceptable version of it. The reason you give is that you have made commitments that subject you to certain deadlines. You have repeatedly made such commitments without my consent, without notifying me until after the commitments were made, and without asking my opinion as to whether we could prepare a mutually satisfactory version of the text in time to meet the deadlines. Moreover, you have made these commitments in spite of my repeated urging that you should refrain from doing so; for I wrote you:

Letter # 53, 5/31/99, p.1, ¶2. "... it may take months before we can agree on a satisfactory text. ..., I think we should wait until we've arrived at a mutually satisfactory version of the text, and only after that should you make any arrangements that subject us to time constraints."

Letter # 54, 6/10/99, p.2, ¶6 + p.3, ¶1. "I repeat my suggestion that you should call off

your date with your printer until we have a text for the book that we can both agree on. I think we're going to have to take considerable time and trouble to get all the legal problems worked out."

Letter #58, 6/22/99, p.2, ¶1. "I think you should cancel your date with your printer and not make a new one until we have a satisfactory text prepared."

You had a prior commitment to me, as stated in the contract, not to publish the book until I had approved all changes. You had no business making any other commitments that would interfere with your ability to honor your contractual obligation to me.

Letter #61, 7/8/99, p.2, ¶4. "I won't approve any changes in the text until I've seen a complete copy of what you are going to send to the printer, and have had the opportunity to give it a careful reading."

That still stands. As of now you do not have my approval of the changes in the text, and if you send the book to the printer without that approval you will do so in violation of our contract.

You can't give me the principal blame for the long delays in the preparation of the book. It's true that some delays resulted

from the fact that I had to take time out to meet certain legal deadlines; but much greater delays resulted from the fact that your lawyers apparently didn't begin the legal read-through until mid-March, 1999, and from the fact that they just took their good old time about arranging the conference call. I first suggested the conference call in my letter #61, July 8, 1999, page 4 (with reminders on July 12 and July 20**). Yet the call did not take place until two months later, on September 7.

Now you want to ram things through in a few days before I've had a chance to properly incorporate in the text what I learned from the conference call. If the call had been made a month or six weeks earlier, then maybe we would have had the book ready for the printer by this time.

I suggest that months ago you should have told your distributors and everyone else involved that publication of Truth versus Lies had been postponed indefinitely. Then we could have taken our time and prepared a good version

* The earliest letter of yours in which I find any indication that the read-through was underway was dated 3/20/99.

** Letter #63, 7/12/99, "NOTES ON THE QUESTION OF MILLER'S AND KORZENIK'S ACCESS TO DOCUMENTS"; Letter #65, 7/20/99, p. 2, ¶ 2.

of the text that would have minimized both your ^{legal} risk and mine, and would have enabled us to renumber the footnotes, rewrite the book so as to incorporate the rump of Chapter X into other chapters, and see that everything was shipshape both legally and in other respects before the book was printed.

In any case, I won't approve the changes until I've seen the final version of what you're sending to the printer. If this causes problems for you, then all I can say is that you should never have committed yourself to any deadlines before asking my opinion as to whether we could get a mutually acceptable text prepared in time to meet those deadlines. I would have told you that we shouldn't commit ourselves to any deadlines until after we had a mutually acceptable version of the text.

I don't like being at odds with you. I think you know that I like you personally and value your services as a publisher.

Regretfully, but still with warm regards,

Ted